BHASVIC

CONDITIONS COVERING THE HIRE OF COLLEGE PREMISES TO EXTERNAL CUSTOMERS

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Throughout this document:

'The College' is Brighton Hove & Sussex Sixth Form College (BHASVIC)

'Hirer' is the person, persons or organisation hiring venue space

'Venue Hire Team' comprises the Estates Manager, Caretaking staff, Venue Hire Co-ordinator, Evening Premises Co-ordinator and the Finance Manager

'Designated Premises Supervisor' is the Estates Manager

'Corporation' is the Corporation of the College

1. General conditions applying to all Hirers

1.1. Premises shall be used only for such educational, social and cultural purposes which are compatible with the College's values, aims and ethos as decided by the College.

1.2. The College shall be entitled immediately to suspend such use by the particular user concerned in the event of any Hirer seriously or persistently abusing this use.

1.3. Applications for the use of College premises must be made to the Venue Hire Team and responsibility for approval rests with the Corporation. The person signing the application will be deemed to be the Hirer and must accept responsibility for ensuring compliance with these conditions.

1.4. Hire of venues to political or religious groups for whatever reason shall not equate to an endorsement of the groups or their activities.

1.5. The Hirer or their accredited representative must be in attendance at all times and shall not be engaged in any duties which will prevent them from exercising general supervision of the event. The Estates Team on the day of a one-off event, e.g. Wedding Reception, will need to know the name of the designated person; this person must be available at the end of the booking. Failure to do this could result in the deposit not being returned.

1.6. The Hirer is responsible for Safeguarding issues relating to all children in their care and must ensure that children are properly supervised at all times whilst on College premises (please see section 6).

1.7. Hirers must inform the College of the precise nature of their event and give details of all activities which they intend to carry out. If appropriate, the College will carry out checks relating to Health & Safety, Safeguarding and any activities which may require assessment or reporting under the statutory Prevent Duty.

1.8. No exclusivity is implied when accepting a booking, i.e. there may be one or more activities or events of a similar nature taking place simultaneously.

1.9. Hires will not be made to those under the age of 18. We do not accommodate any parties for teenagers in the evening.

1.10. Hirers will be informed, at the time the application is approved, of the charge for the use of facilities required. The College reserves the right to request and obtain references from new Hirers. The College reserves the right to request payment of a £100 deposit from new Hirers.

1.11. The Estates team will prepare the rooms for Hirers. If specific layouts are requested then extra costs may be incurred. These arrangements must be discussed at the time of booking.

1.12. Every precaution must be taken to avoid damage to College property and the Hirer must accept responsibility for any damage caused to College property resulting from the hire. The Hirer will be required to meet the costs of making good any damage however caused. It is the Hirer's responsibility to ensure that College premises are left clean and tidy after use.

1.13. No structural alterations to premises fixtures or fittings will be permitted and notices must be fixed only to the boards provided using a non-adhesive material. Footwear which is likely to cause damage to floors must not be worn. French chalk or its equivalent must not be used.

1.14. BHASVIC reserves all rights to its name and the use thereof; the College requires any advertising material that contains the College name to be reviewed before publishing.

1.15. Hirers should keep strictly to the times that have been booked. Please note Monday - Thursday the College closes at 22:00 and on a Friday at 20:00.

1.16. The College reserves the right to cancel any booking if the accommodation is required for urgent official or academic business, or in exceptional circumstances, e.g. the premises are unavailable due to extremely poor weather conditions. In these circumstances, the Hirer will be reimbursed their hiring fee and no administration fee will be charged

1.17. Payment can be made by online banking or by credit / debit card over the phone.

1.18. All bookings are required to comply with any Government imposed restrictions of any sort.

1.19. If there is any doubt about these conditions, the advice of the Venue Hire Team should be sought.

1.20. Hirers are requested not to use the College address for any correspondence; we are unable to confirm that post received will be re-directed.

2. 'One-off' events

2.1. All one-off events will be invoiced before the event. Payment in full will be required to secure such a booking. This must be received by the College at least one week before the event takes place; if cleared funds have not been received by this deadline the Hirer may be prevented from entering the premises on the day of the hire.

2.2. We require the payment of a damage / cancellation deposit of a minimum of £100 for one-off events. This payment must be made to the College when the booking is made and will be refunded after the event if there are no additional charges to be made. If there is damage, or the need for caretakers or cleaners to work longer than expected after the event, such charges will be invoiced to the Hirer. In these circumstances the damage / cancellation deposit will be used against any invoice raised to cover damage or cleaning charges.

2.3. If a one-off event is cancelled by the Hirer less than 48 hours in advance of the day of the event, this deposit will be retained in full but all hire charges will be refunded. If a one-off event is cancelled more than 48 hours in advance of the day of the event the College reserves the right to retain an administration fee of up to £50 but all hire charges will be refunded.

2.4. If it is intended to organise a public performance of music, singing or dancing, Hirers must consult with the Venue Hire Team in advance to ensure that the premises are adequately licensed.

2.5. If a charge is being made for public access to the entertainment then regulated door security personnel must be provided by the Hirer. The Hirer is responsible for providing supervision of the hire and must satisfy the Designated Premises Supervisor that the arrangements being made are adequate. The Designated Premises Supervisor must be contactable at all times during the event.

2.6. It is the Hirer's responsibility to inform the Venue Hire Team at the time of enquiry if their public event includes the playing of any live or recorded music; it is the College's responsibility, as the venue, to ensure that the appropriate music license is applied for in advance. The College will require payment of an additional deposit before the event, if this is the case. This deposit will be used towards payment of the relevant invoice received from PPL PRS Ltd. In signing the booking form, the Hirer agrees to provide any information which PPL PRS Ltd may require in order to raise such an invoice.

2.7. During all events at least one College caretaker must be on site (with overall responsibility for safety and security). A charge will be made for this provision if the booking is to occur outside the normal hire period or if time for additional set up / cleaning is needed.

2.8. Alcoholic beverages must not be sold or consumed on the premises unless specific approval has been given by the Corporation (through the Designated Premises Supervisor). If approval is given for the sale or consumption of alcoholic beverages, the responsibility for obtaining the necessary licenses rests with the Hirer. Two caretakers must be on site if alcohol is being sold or consumed and a charge will be made for this additional staffing provision. BHASVIC must be informed at the time of booking if the Hirer is applying for a licence for alcohol sales and when submitting the application to Brighton & Hove City Council venuehire@bhasvic.ac.uk MUST be copied into all correspondence. A copy of the application and the email confirmation from Brighton & Hove City Council must be with the HIRER at the event.

3. Regular / recurring bookings

3.1. Regular and recurring bookings can be made for up to one year. Towards the end of the booked period a new booking form will be sent so that the booking can continue. This must be completed and returned to the Venue Hire Team as soon as possible to ensure continuation. Failure to do so at any point during a calendar year will result in cancellation of the booking.

3.2. Invoices for regular bookings will be raised two weeks before the month the booking is to take place, and payment in full is due no later than the 15th of the month following invoice. Failure to pay within these timescales will jeopardise future bookings.

3.3. The College **will** pursue outstanding debts through the courts if necessary, which may incur extra costs and interest for late payment.

3.4. Any intention on the part of the Hirer to cancel a regular booking must be conveyed to the Venue Hire Team as early as possible, either by letter or email to **venuehire@bhasvic.ac.uk**. The cancellation will be acknowledged. Cancellation charges are as follows:

- No show: 100%
- Cancel on the day of the hire: 50%
- Cancel the day before the hire: 25%
- Cancellation with 48 hours' notice or more: hire charges will be refunded or a credit note raised

3.5 The Hirer will be required to provide a copy of the Risk Assessment for their activity to the College's Health & Safety Officer. It is the Hirer's responsibility to review and update the Risk Assessment and the venue will request an up to date Risk Assessment annually.

4. Insurance

4.1. The College will require a copy of the Hirer's insurance certificate. Hirers are responsible for arranging their own insurance for:

- Personal accidents
- Third party claims
- Public Liability – a minimum of £2m is recommended
- Any loss or damage to the grounds, playing fields, buildings, fixtures, fittings, furniture and equipment resulting from the hire.

4.2. All Hirers are responsible for their personal property and for ensuring that they have appropriate insurance cover.

4.3. The College shall be free from liability if the premises are not available through causes outside their control, for example examinations, elections, civic meetings. The Hirer may wish to purchase specialist insurance e.g. to cover cancellation of a wedding reception or other large event.

4.4. Hirers should be aware that if their event includes any hazardous activities the College's Public liability Insurance will not cover this. Hazardous activities include bouncy castles. Hirers must inform the College of the precise nature of their event and give details of all activities which they intend to carry out.

4.5. It is the Hirer's responsibility to ensure all suppliers / 3rd parties providing services for their events have full liability insurance and their own Risk Assessment, e.g. caterer, bar company, DJ, children's party entertainers, inflatables hire.

5. Health & Safety / fire precautions

5.1. Under the Health and Safety at Work Act 1974 Section 4 it is necessary to state the following points to all persons hiring premises at this College.

5.2. The Hirer must comply with all of the College's fire precautions and as such must familiarise themselves with the emergency evacuation procedures in the event of fire (notices are posted in every room). If you hear the fire alarm, leave the building immediately by the shortest route. If the bell rings in short bursts, your building is not threatened. Stay alert but do not move unless instructed to do so.

5.3. First Aid arrangements are to be made by the Hirer, who should be aware of relevant procedures.

5.4. Any accident to a person or property must be reported to the Caretaker who will need the relevant details to then complete an incident report form.

5.5. Hirers will be provided with a checklist of Health & Safety considerations and it is the Hirer's responsibility to consider these before the booking.

5.6. The College has a strict no smoking / no vaping policy. For one off events / parties outside of normal opening hours: if a smoking area is required please contact the Venue Hire Coordinator in advance to discuss arrangements.

5.7. All litter should be placed in the bins provided or bagged. The Caretaker(s) on the premises can supply bags if required and will assist with the clearing of the room but it is the Hirer's responsibility to ensure that the room is left clean and tidy. Do not move furniture or fittings during the course of the hire. If it appears necessary to do so ensure it is replaced at the end of the booking after confirming with the Caretaker or the Estates Manager.

5.8. Unless it has been agreed in advance, and covered by the necessary licence, no alcohol may be brought on to the premises.

5.9. Do not bring on to the premises any chemical substance or drug of abuse, other than medicines prescribed for personal use or simple treatments to relieve obvious medical symptoms.

5.10. No food or drink is allowed in the teaching rooms or corridors. No dogs are allowed on the premises except assistance dogs.

5.11. The use of College equipment can be arranged with prior arrangement. If you bring external hired electrical equipment to the College, it must be fully PAT tested by the company where you hired it from. If the Hirer brings in their own electrical equipment, the Hirer is responsible for making sure that such equipment is fully PAT tested at least every 3 months (for regular bookings) and full visually checked previous to each use of the equipment. If it is used for a one-off event the equipment must be fully PAT tested the day before the event.

5.12. There are baby-changing facilities in the Main Building, please ask for details.

6. Safeguarding

6.1. The College considers the safeguarding of anyone using or hiring the College facilities as a priority. As such appropriate policies and procedures are in place to protect the College and individuals.

6.2. Anyone using the College's facilities must follow appropriate policies, procedures and guidelines.

6.3. **Keeping Children Safe in Education (updated annually)**, places a duty on the College to have procedures in place to deal with safeguarding allegations that occur when an individual or organisation is using our premises for non-school activities for children (referred to from here as 'Out of School Settings' or 'OOSS').

6.4. If the Hirer is an organisation or individual that provides tuition, training, instruction or activities to children without their parents or carers supervision they must adhere to the code of practice set out in **After-school clubs, community activities, and tuition: safeguarding guidance for providers**. This includes:

- Having an effective safeguarding and child protection policy which includes written procedures for dealing with safeguarding concerns / allegations
- Where applicable, a staff behaviour policy / code of conduct
- Ensuring the suitability of all staff, volunteers and contractors who work with children, including undertaking appropriate safer recruitment and pre-employment checks. Where individuals are engaged in regulated activity with children, the Hirer must ensure that an enhanced DBS check, including barred list information where required by law, has been obtained prior to the individual commencing work
- Awareness of and training on specific safeguarding issues, and knowledge of local referral routes
- Depending on the size of the organisation, a named Designated Safeguarding Lead (DSL) who has undertaken appropriate training
- Providing parents / carers with the name and contact details of the DSL and any deputies, as well as the contact details of local children's social services and/or the NSPCC helpline number
- Reporting allegations of harm to the relevant Local Authority Designated Officer (LADO) and Police
- A Health & Safety policy and relevant Risk Assessments.

6.5. It is the duty of the Hirer to ensure that all safeguarding requirements are met.

6.6. The Hirer acknowledges that the College reserves the right to request evidence of and / or inspect the arrangements in place in relation to the above points and any other requirements as laid out in the OOSS guidance document above. Failure to provide such evidence upon request may result in the refusal, suspension or termination of the hire.

6.7. It is the responsibility of the Hirer or their DSL to inform the College's DSL of any safeguarding allegations, incidents or concerns that occur during their hire period. All reports must be made via **safeguarding@bhasvic.ac.uk** as soon as possible and without delay, and in any event no later than 24 hours after the allegation, incident or concern arose.

6.8. In addition, the Hirer agrees to inform the relevant person(s) and/or authority of any safeguarding allegations, incidents or concerns that occur during the occupation of the College's premises as soon as possible, without delay and always no later than 24 hours. This may include parents / carers, education provider, Children's Social Services (CSS), Police and / or the relevant LADO.

6.9. Any allegation that a member of staff, volunteer, contractor or representative of the Hirer may have:

- behaved in a way that has harmed, or may have harmed, a child;
- committed a criminal offence against or related to a child;
- behaved towards a child in a way that indicates they may pose a risk of harm to children; or
- behaved in a way that may impact upon their suitability to work with children,

these must be managed in accordance with statutory safeguarding guidance. The Hirer must ensure that appropriate referrals are made to the relevant statutory agencies and that the College's Designated Safeguarding Lead is informed in accordance with sections 6.7 and 6.8.

6.10. The Hirer understands that the College will follow its own safeguarding and child protection policies and procedures for any reports received, including informing CSS, the LADO and / or Police where required.

6.11. The Hirer agrees to participate fully in any safeguarding review, investigation or case management process arising from safeguarding allegations, incidents or concerns connected with the hire.

6.12. The Hirer understands that meeting the necessary safeguarding requirements are conditions of use and occupation of the premises, and that failure to comply with these may result in the immediate suspension or termination of the hire.

6.13. The College's Safeguarding & Child Protection policy can be found in the Policies section of the website here

6.14. Individuals entering into a hire agreement with the College who are **not** within the scope of the OOSS guidance (for example weddings or private birthday parties) are still required to prioritise the health, safety and wellbeing of all persons attending their event. This includes:

- Informing the College, via the booking form, whether your event will include children and young people under the age of 18
- Ensuring that all children are properly supervised at all times whilst on College premises.

6.15. Where organisations are responsible for providing provision to adults at risk and hiring the College premises it is the duty of the hirer to follow all relevant safeguarding policies, procedures and statutory guidelines relating to adults at risk: **SD8: Office of the Public Guardian safeguarding policy (web version) - GOV.UK (www.gov.uk)**

6.16. Individuals who are contracting an additional individual or service who will have access to children and young people during their event (e.g. a children's entertainer) should ensure that parental supervision is in place for the entire duration of the activity.

7. Prevent Duty

7.1. The Counter-Terrorism and Security Act 2015 places a legal duty on the College to have due regard to the need to prevent people from being drawn into terrorism. Hirers using College facilities are expected to support the College in meeting this duty and must ensure that activities taking place on College premises do not encourage, support or promote extremism, radicalisation or terrorism. In order to meet this duty the Hirer agrees to the following:

- Hirers must avoid delivering any content that may breach **section 4 of the Public Order Act 1986**
- Upon request, the Hirer will provide details and content of any activities or presentations taking places during the course of the event
- Any Hirer organising an external speaker must undertake appropriate due diligence to ensure that the speaker does not pose a risk to those attending the event and that the views expressed, or likely to be expressed, do not constitute extremist views or promote proscribed groups or individuals.
- If the Hirer has any doubt as to the suitability of the speaker, they should refer the decision to the College by emailing details to **safeguarding@bhasvic.ac.uk**.

7.2. The College reserves the right to cancel, prohibit or delay any event with external speakers if the above is not followed, if requested information is not produced, or if health, safety and security criteria cannot be met.

8. Car park use

8.1. Hirers are encouraged to travel to the site on foot, by bicycle or by using public transport.

8.2. This guidance is for Hirers wishing to make use of the College's car parks during bookings. It is the responsibility of the Hirer to inform the attendees to his / her activities about this guidance. Parking is free but is **not** guaranteed; spaces are limited and the site is busy.

8.3. Drivers must act with due care and attention at all times. Speed must be kept to a maximum of 4 mph, i.e. walking pace. Vehicles entering the premises have right of way. There are blind spots at the exits, which are over public pavements and particular care is required when entering or leaving the car parks across the pavements. Please also be aware of pedestrians walking through the car parks.

8.4. Limited parking spaces are available and parking must be within the marked bays to allow clear access for emergency vehicles. Entrances to the College must also be kept clear. If parked in a non-marked bay in the College the driver takes the risk of the vehicle being clamped. Once the bays are full, roadside parking is the only option.

8.5. The car parks are locked overnight and any vehicle left on site will not be retrievable until the site reopens.

8.6. Drivers should not sound horns (except in emergency) or play loud music which may cause disturbance to our neighbours.

8.7. Any driver causing damage to the College, another vehicle or property will be expected to pay for the repair work required. This is a common courtesy as well as a legal duty. Hirers should check that their insurance covers this.

8.8. The College accepts no responsibility for loss or damage to vehicles parked on site. Hirers and individual drivers should check that their insurance covers risks while parked on College property.

8.9. The College will claim from the Hirer for damages caused by drivers to the fabric of the College, other vehicles or property whilst using the car parks.

8.10. Drivers should report any accidents or dangerous occurrences to the Hirer immediately. The Hirer must pass these reports on to the College. All accidents and dangerous occurrences will be recorded by the College's Health & Safety Officer.

9. Data protection

9.1. The College is fully compliant with current Data Protection legislation and as such treat Hirers' data in accordance with that. The College will retain a Hirer's data for six years from the end of the current College financial year (i.e. July). We will not disclose it to any other organisation or individual or use it for direct marketing. The only purpose for which we will use a Hirer's data is in order to administer their booking(s).

10. Miscellaneous

10.1. The College is committed to equality, diversity and inclusion and to ensuring that people using College premises are treated fairly and with dignity and respect. Hirers must comply with applicable equality legislation and must not use College premises for activities involving unlawful discrimination, harassment or victimisation. The College's Equality, Diversity and Inclusion Policy is available on the College website.